



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 17 minutes. The landlord and his agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing began at 9:30 a.m. and ended at 9:47 a.m. I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord, the landlord's agent, and I were the only people who called into this teleconference.

The landlord and his agent confirmed their names and spelling. The landlord provided his email address for me to send this decision to him after the hearing. He said that his agent, who is his brother, had permission to assist him with English language translation at this hearing.

The landlord confirmed that he and his agent were calling from a car, as they would be leaving for work after this hearing. They both moved to a quieter area inside, as I had difficulty hearing them with the noise outside in their car.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”) does not permit recording of this hearing by any party. At the outset of this hearing, the landlord and his agent both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing process to the landlord and his agent. They had an opportunity to ask questions. They did not make any adjournment or accommodation requests.

The landlord confirmed receipt of the tenant’s application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant’s application.

The landlord did not submit any documentary evidence for this hearing.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant’s application to correct the spelling of the landlord’s first name. The landlord consented to this amendment during this hearing. I find no prejudice to the tenant in making this amendment.

Rule 7.3 of the RTB *Rules* provides as follows:

*7.3 Consequences of not attending the hearing: If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.*

In the absence of any appearance by the applicant tenant, I order the tenant’s entire application dismissed without leave to reapply. I informed the landlord of my decision verbally during this hearing. He confirmed his understanding of same.

Pursuant to section 55 of the *Act*, if I dismiss the tenant’s application to cancel a 10 Day Notice, the landlord is entitled to an order of possession, provided that the notice meets the requirements of section 52 of the *Act*.

The landlord stated that he did not require an order of possession against the tenant because the tenant moved out of the rental unit on July 5, 2022, he received the rental unit key back from the tenant, and he took back possession of the rental unit. I notified the landlord that I would not issue an order of possession to him, since one was not required. He confirmed his understanding of and agreement to same.

Pursuant to section 55 of the *Act*, if I dismiss the tenant's application to cancel a 10 Day Notice, the landlord may be entitled to a monetary order for unpaid rent, provided that the notice meets the requirements of section 52 of the *Act*.

Neither party provided a copy of the 10 Day Notice for this hearing, so I could not determine whether it complies with section 52 of the *Act*. The landlord did not request a monetary order for unpaid rent against the tenant, at this hearing. The landlord did not provide any documentary evidence for this hearing, including for unpaid rent. For the above reasons, I do not issue a monetary order for unpaid rent to the landlord at this hearing.

### Conclusion

The tenant's entire application is dismissed without leave to reapply.

The landlord is not issued an order of possession or a monetary order for unpaid rent against the tenant.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 15, 2022

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Residential Tenancy Branch